

TOWN OF ACTON



**REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING SERVICES
FOR
REPAIR, REHABILITATION
OF TOWN OWNED BRIDGES**

**A-02-018 Concord Road/Nashoba Brook
A-02-011 Wetherbee Street/Nashoba Brook
A-02-009 Brook Street/Nashoba Brook
A-02-008 River Street/Fort Pond Brook
A-02-021 River Street/Fort Pond Brook
A-02-020 River Street/Fort Pond Brook
A-02-023 Martin Street/Fort Pond Brook
A-02-022 Stow Street/Fort Pond Brook
A-02-007 Lawsbrook Road/fort Pond Brook
A-02-010 Parker Street/Fort Pond Brook**

The Town of Acton, through its Engineering Department, is hereby requesting proposals for professional engineering services to evaluate the above town owned bridges, prepare plans and specifications for the REPAIR, REHABILITATION AND/OR RECONSTRUCTION needed and supervise construction of the specified work. This project has been funded for \$60,000.00

Proposals are invited in accordance with the provisions of Massachusetts General Law Ch. 30b. This RFP may be obtained in the office of the Acton Town Manager, Town Hall, 472 Main Street, Acton, MA 01720, (978) 264-9612

RFP Released : May 30, 2007

Pre-Submittal

Conference: June 15, 2007, 9:00 AM, Room 126, Town Hall, 472 Main St., Acton, MA

**Proposals Due : July 11, 2007, 4:00 PM, Town Managers Office, Town Hall
472 Main Street, Acton, MA 01720**

**Completion Date: Phase I. September 30, 2007
Phase II. December 31, 2007
Phase III. December 1, 2008**

**Don P. Johnson, Town Manager
May 30, 2007**

I. INTRODUCTION AND BACKGROUND

As part of the Massachusetts Bridge Inspection Program the MassHighway inspects municipally owned bridges which have a clear span of greater than 20 feet. The Town of Acton is in receipt of reports for the 10 listed bridges. The 10 reports are attached as appendix 1 of this RFP. These reports list deficiencies in the bridge structures ranging from moderate to severe. None of the conditions were rated as critical or in need of immediate action.

The Town of Acton goal is to take a proactive approach in the maintenance of its bridges to avoid future major problems and costs. The Firm selected by the Town through this RFP process will provide the Town's Engineering Department the technical and construction expertise necessary to accomplish this goal.

II. SCOPE OF SERVICES

General

All work shall conform to the standards, policies and procedures of the Massachusetts Highway Department and all other state, federal and local laws and regulations as may be applicable. The Town of Acton will provide all required property line and topographical surveys. The Town will provide all required wetlands delineations and will file the Notice of Intent for approval under the Wetlands Protection Act.

Phase I.

The Firm will review all inspection reports for the 10 bridges and consult with the MassHighway Bridge Department as required to have a thorough understanding of the reports.

The Firm will conduct its own thorough investigation of each of the 10 bridges and identify the extent of deterioration of all components of the bridge structures.

The firm will determine the most appropriate repair solution for each bridge and present a preliminary report including:

1. A description of the work required for each bridge including plans sufficient for permitting purposes.
2. A preliminary cost estimate for each bridge.
3. A list of permits that will be needed.

The Firm will meet with Town Staff to review the preliminary report. The Town will submit a Notice of Intent under Ch. 131 s.40 and submit applications for other identified permits. The Firm will be present at all public hearings and/or meetings with permitting authorities as may be required.

Phase II.

The Firm will prepare, bid documents, construction documents, drawings and specifications and cost estimates for each of the 10 bridges. Where advantageous, more than one bridge may be included in the same bid package. The bid package shall make it clear that the winning bidder shall be responsible for all police details needed to control traffic. The Firm will assist the Town in the analysis of the bids received. The Firm will prepare all bid documents in compliance with all State and Federal laws, rules and procedures.

If the Specified budget of \$60,000.00 is not sufficient to prepare the above for all of the 10 bridges, the Firm shall rank the bridges in order of those most in need of repair. The Firm will then prepare the bid documents, specifications etc starting with the highest ranked bridge and work down the list until the budget is expended.

Phase III.

If there is funds remaining in t the \$60,000 budget the firm will provide inspection services during construction. The Firm, will give a total amount of hours in the technical proposal to be expended in this manner.

III. PROPOSAL SUBMISSION REQUIREMENTS

Submission of a technical and a price proposal is required. The price proposal must be sealed and submitted separately from the technical proposal. Submit 4 copies of the technical proposal.

1. TECHNICAL PROPOSAL-Envelope A – Repair, Rehabilitation of Town Owned Bridges

Consultant Name: _____

The technical proposal must contain the following information:

A. Cover Letter

A cover letter introducing the firm and identifying the project manager and the name, title, address and telephone number of the person with authority to negotiate and contractually commit to all services.

B. Statement of Project Understanding and Approach

A brief statement, not exceeding one page, that describes the firms understanding and approach to the study.

C. Scope of Services

1. A scope of services generally following the scope of services outlined in this RFP, amended or expanded as deemed appropriate by the consultant.
2. A schedule of hours broken down by the phases in the scope of services.

D. Relevant Experience

The firm shall provide details of relevant experience and prior performance with projects of similar nature.

D. References

Provide a list of at least 3 projects of a similar nature completed in the last five years including a client contact person (with title, address and telephone number).

E. Certificates

Signed certificates on non-collusion and tax compliance in the form attached to this RFP.

2. PRICE PROPOSAL-Envelope B- Repair Rehabilitation of Town Owned Bridges

The price proposal must contain:

A. The fee for the entirety of all services proposed in the technical proposal, including but not limited to travel, meetings, telephone, postage and reproduction. This fee shall not exceed \$60,000.00

B. A breakdown of the professional service fee by each phase of the scope of services

C. The hourly rate schedule to be charged by the Firm for services provided.

IV. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on June 15, 2007 at 9:00 AM in Room 126 of the Acton Town Hall, 472 Main Street, Acton, MA 01720. No questions concerning this RFP or the project will be answered outside this conference.

V. PROPOSAL SUBMISSION DEADLINE

Proposals are due no later than 4:00 PM, July 11, 2007 at the office of the Town Manager, Acton Town Hall, 472 Main Street 01720. Proposals sent by facsimile or email will not be accepted.

VI. EVALUATION AND SELECTION CRITERIA

1. Minimum Evaluation Criteria

A. Proposals must include all documentation specified under "Proposal Submission Requirements"

B. The proposed scope of services must in terms of products be nearly equivalent (but not necessarily identical) to the Scope of Services outlined in the RFP

C. The Firm must have Registered Professional Engineer(s) assigned to this project who have a proven track record with projects of a similar nature.

2. Comparative Evaluation Criteria

All proposals meeting the minimum evaluation criteria will have the following areas rated in 3 categories:

Highly Advantageous, Advantageous or Not Advantageous

a. The statement of project understanding.

b. The scope of services to be performed.

c. The qualifications and relevant experience of the firm and the staff assigned to the project.

d. References

3. Selection Process

Technical proposals will be reviewed and evaluated without knowledge of the price proposals by a committee appointed by the Town Manager. Proposals will be evaluated based on the

evaluation and selection criteria set forth herein. The committee will assign a composite rating to each proposal. There will be no interviews, except that the Town reserves the right for the committee to interview two or more Consultants who are equally most qualified, following the review of their proposals based on the evaluation and selection criteria set forth herein. In that event, interviews will be scheduled as soon as possible. The Consultant who, in the opinion of the committee, presents his/her project approach in the most logical, clear and understandable manner during the interview will be rated "highly advantageous". All other Consultants that are interviewed will be rated "advantageous" or "not advantageous". The committee will assign a composite rating to each Consultant interview. The committee will report its evaluation results to the Town Manager or his designee along with recommended changes in the proposal's plan of services (proposed date of completion of tasks and sub-tasks), should the contract be awarded. The Town Manager or his designee will select the Consultant and award the contract based on the "most advantageous" proposal after taking into consideration the evaluation of the technical proposals made by the committee together with a consideration of price.

IX. GENERAL PROVISIONS

1. Correspondence Prior or During Proposal Submission Period

- A. Any information released by the Town either verbally or in writing prior to the issuance of this RFP shall be deemed preliminary and bind neither the Town nor the Consultant.
- B. The Town will not accept oral supplements, revisions, or changes to the responses to this RFP. Written supplements, revisions or changes will be accepted before the proposal deadline only.
- C. The Town Planner will be the Town's project coordinator. All inquiries and communication concerning this RFP must be made in writing to Roland Bartl, Town Planner, 472 Main Street, Acton MA 01720, or if made orally, must be made at the pre-submittal conference. The Town will respond to all inquiries at the pre-submittal conference or in a memorandum following said conference, which will be mailed to all conference participants as evident from the conference participant sign-in sheet.
- D. Consultants must respond in writing to all follow-up questions by the Town concerning their proposal.

2. Contract Award

- A. It is the Town's goal to have a Consultant selected and contract awarded by June 30, 2000, although some minor delay may occur.
- B. The Town intends to award the contract only to one prime Consultant, generally referred to herein as 'the Consultant'. The Consultant shall be solely responsible for any separate contractual agreements with its sub-consultant(s), if any are proposed and agreed to in the contract between the Town and the Consultant.
- C. Consultants must agree to honor price quotes until August 31, 2000 inclusive.
- D. Award of the contract by the Town will be conditioned upon successful negotiation of revisions to the plan of services as identified during the Consultant proposal evaluation process.
- E. Award of the contract is in the sole discretion of the Acton Town Manager or his designee.
- F. The Town reserves the right at any time to accept any proposal in whole or in any part, and to reject any or all proposals.

3. Performance of Services

Under the contract awarded, the Consultant shall agree to the following:

- A. All services of the Consultant shall be performed by qualified personnel. The Consultant shall perform its services in accordance with the highest professional standards of skill, care, and diligence.
- B. The services of each individual team member proposed by the Consultant and accepted by the Town to work on the project shall be required for the entire duration of his/her assignment, unless that individual team member becomes unavailable to the Consultant only for unforeseen circumstances such as the individual's disability, termination of employment by the employee of the underlying employment relationship with the Consultant, military service or death.
- C. Unless clearly stated in the Consultant proposal and incorporated into the contract, none of the services to be provided by the Consultant pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the Town.
- D. The Consultant and its personnel shall perform at least 50 percent of all the work under the contract, measured either in value of services rendered or in Consultant time spent on such services.
- E. No member of the project team, including sub-consultants, shall be replaced without the written consent of the Town.
- F. The Town may require the Consultant to relieve any of the Consultant's personnel and sub-consultants from any further work under the contract if in its sole opinion the individual or sub-consultant does not perform at the applicable skill level, as described in the RFP and the Consultant's proposal; the individual does not deliver work which conforms to the performance standards stated in the RFP and the Consultants proposal; or personality conflicts with Town personnel hinder effective progress on the work of the project or assignment for which the individual is responsible.
- G. No subcontract or delegation shall relieve or discharge the Consultant from any obligation or liability under the contract except as specifically set forth in the instrument of consent. The Consultant shall be as fully responsible to the Town for the acts and omissions of its sub-consultants and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly or indirectly employed by it.
- H. Without limiting the foregoing, the Town shall have the right to require the Consultant to cease providing services immediately upon written notice.

4. Time

Under the contract awarded, the Consultant agrees to adhere to the time requirements and schedules included in the contract; to perform its services as expeditiously as is consistent with the standard of professional skill and care required hereby; and to perform its services in coordination with the operations of the Town on this project and with any party engaged by the Town in connection with the project. Also, it shall be the obligation of the Consultant to request any information necessary to be provided by the Town for the performance of the Consultant's services.

5. Consultant's Compensation

Under the contract awarded, the Consultant's compensation shall be made according to the following provisions.

- A. The maximum fee for all Consultant and sub-consultant services and expenses shall not exceed \$62,000.00. The maximum Consultant fee shall be all-inclusive. In no event shall the Town be liable for additional charges such as interest, penalties, attorney's fees, or any other expenses incurred by the Consultant such as travel, telephone, or duplication expenses.
- B. The Consultant shall submit invoices for services rendered following the completion of full project tasks. The Consultant's invoice shall include a description of services performed under the task or tasks in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges. The Consultant shall keep records pertaining to services performed employing sound bookkeeping practices and in accordance with generally accepted accounting principles.
- C. Payments to the Consultant will be made as expeditiously as possible upon the completion of full project tasks to the satisfaction to the Town.
- D. Payments under the contract will be made only to the Consultant. The Consultant shall be responsible for the compensation of any of its sub-consultants.
- E. The Consultant shall not be compensated for any services not included in the contract scope of work, such as additional work that should have been anticipated by the Consultant in the preparation of its proposal, as reasonably determined by the Town Manager, or any services made necessary by the fault or negligence of the Consultant or any of its sub-consultants.
- F. The Town of Acton shall not incur any charges associated with proposal preparation, nor will it be obligated to enter into any contract or agreement solely on the basis of this RFP.

6. Reports, Drawings, etc.

Under the contract awarded, the Consultant proposal, and all Consultant reports, drawings, plans and other data and material, including data and material stored on electronic media, furnished to the Town during the course of the project (collectively "Materials") shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Consultant. The Consultant shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Consultant release or disclose to any third party any Materials furnished to the Consultant by the Town in connection with the performance of the Consultant's services.

7. Insurance

- A. Under the contract awarded, the Consultant will be required to certify compliance with Massachusetts Statutes which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of the statutes prior to commencement of any work under the contract and throughout the contract period.
- B. Under the contract awarded, the Consultant will be required to maintain Comprehensive General Liability, Comprehensive Automobile Liability and Property Damage Insurance in the amount of not less than \$1,000,000.00 each occurrence and aggregate limit protecting the Town, its officers, employees and agents from claims for damages which may arise from the operations of and under the contract. Such insurance shall name the Town of Acton as an additionally insured and provide that such insurance shall be non-cancelable and non-amendable without at least 30 days prior written notice to the Town and shall be primary to any insurance maintained by the Town.

8. Indemnification

To the maximum extent permitted by law, the Consultant shall, by execution of a contract with the Town, agree to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, losses, expenses and costs, including attorney's fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by the Consultant, its agents, servants, employees or sub-consultants. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by the contract and shall survive the termination of the contract.

9. Compliance with Law and Regulations

Under the contract awarded, it is the Consultant's responsibility that the project be conducted, and that all services and other work performed by the Consultant under the contract be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, and ordinances. In particular, without limitation, the Consultant must agree to comply with all regulations pertaining to approvals for state grants.

10. Termination of Contract

- A. Under the contract awarded, the Town may terminate the contract as follows:
 - a. without cause, on ten days' prior written notice to the Consultant; or
 - b. immediately, by written notice to the Consultant, if the Consultant violates any of the provisions of the contract, or fails to perform or observe any of the terms, covenants or conditions of the contract, or abandons in whole or in part its services, or becomes unable to perform its services, under the contract.
- B. For purposes of this section, it is acknowledged that the Consultant's services under the contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.
- C. In the event of termination, the Consultant shall promptly deliver to the Town all Materials, including all documents, work papers, drafts, studies, calculations, data, drawings, plans, specifications, and other tangible work product or materials, whether on paper or on electronic media, pertaining to the services performed under the contract to the time of termination, and thereupon the Town shall pay to the Consultant any unpaid and undisputed balance owing for services rendered prior to the date of termination. Any termination of the contract shall not affect or impair the right of the Town to recover damages occasioned by any default of the Consultant or to set off such damages against amounts otherwise owed to the Consultant.

11. Equal Employment Opportunity

In connection with the performance of work under the contract awarded, the Consultant shall not discriminate against any employee, sub-consultant or applicant for employment because of race, color, religion, creed, national origin, ancestry, gender, age or handicap. The Consultant shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (MCAD), One Ashburton Place, Boston, MA 02108, Tel. (617) 727-3990, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Consultant shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity, and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

12. Certifications by Consultant

By execution of a contract with the Town, the Consultant certifies:

- A. The Consultant has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract.
- B. No sub-consultant to the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the sub-consultant of a contract by the Consultant.
- C. No person, corporation or other entity, other than a bona fide full time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining the contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Consultant.
- D. The Consultant will comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

13. Taxes

By execution of a contract with the Town, the Consultant, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed the contract on the Consultant's behalf, filed all state tax returns and paid all state and local taxes required under law.

14. Conflict of Interest

By execution of a contract with the Town, the Consultant acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Consultant based on said statute.

15. Miscellaneous Contract Provisions

The contract awarded will contain the following miscellaneous provisions.

- A. Successors and Assigns: Subject to the following paragraph below, the Town and the Consultant each bind itself, its partners, successors, assigns, and legal representative to the other party.
- B. Assignment by Consultant: The Consultant shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due) under the contract without written consent of the Town. Any

assignment, subletting, or transfer by the Consultant in violation of this paragraph shall be void and without force and effect.

- C. Entire Contract: The contract between the Town and the Consultant shall represent the entire and integrated agreement between the Town and the Consultant with respect to the services to be performed and products to be delivered under the contract, and shall supersede all prior negotiations, representations or agreements, either written or oral. This Request for Proposals and the Consultant proposal may be incorporated into the contract either in whole or by reference. The contract may be amended only by written instrument signed by both the Town and the Consultant.
- D. Confidentiality: The Consultant shall not, without the Town's prior written consent, release or disclose any information relating to the project to anyone except as necessary to perform its duties hereunder.
- E. Certifications: The Consultant shall, from time to time, make such certifications and statements to the Town as the Town shall reasonably request, and in such form as the Town shall reasonably request, provided that the Consultant determines that such certifications are true and correct based upon services performed by the Consultant under the contract.
- F. Additional Services: If the Town requests the Consultant to perform additional services beyond the contract scope of services, the Consultant shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.
- G. Amendments: During the project, the Town may elect to revise the contract scope of services, or change emphasis or direction, depending on interim findings and events. Any changes will be made only by written mutual agreement between the Town and the Consultant. The contract shall be amended accordingly.
- H. Disputes: All claims, disputes and other matters in question between the Town and the Consultant arising out of or relating to the contract or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Suffolk or Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all services under the contract or its earlier termination as provided in the contract, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of the contract before resorting to litigation.
- I. Limited Liability: No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Consultant under the contract, for the Town's payment obligations or otherwise, the Consultant agreeing under the contract to look solely to the assets of the Town for the satisfaction of any liability of the Town under the contract. In no event shall the Town ever be liable to the Consultant for indirect, incidental, or consequential damages.
- J. Governing Law: The law of the Commonwealth of Massachusetts shall govern the contract.
- K. No Waiver: The Town's review, approval, acceptance or payment for services under the contract shall not operate as a waiver of any rights under the contract and the Consultant shall be and remain liable to the Town for all damages incurred by the Town as the result of the Consultant's failure to perform in conformance with the terms and conditions of the contract. The rights and remedies of the Town provided for under the contract are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of the contract.

- L. Interpretation: If any provision of the contract shall to any extent be held invalid or unenforceable, the remainder of the contract shall not be deemed affected thereby. Paragraph headings in the contract are included for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of the contract.

X. PUBLIC NOTICE

TOWN OF ACTON, RFP. Transportation planning and design consultant for Route 27, Acton, corridor study. For RFP call Acton Town Manager's office, (978) 264-9612. Proposals to Town Manager, 472 Main Street, Acton, MA 01720, no later than June 8, 2000 at 4:00 PM. Proposals may be rejected in whole or in part. Contracts approved by CPO.
Boston Globe, 05/11/00.

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing the bid or proposal

Name of business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Ch.62C, S.49A (b) of the Massachusetts General Laws, I,

_____, authorized signatory for
(name)

_____, do hereby certify under the pains and penalties
(name of Consultant)

of perjury that said contractor has complied with all laws of the Commonwealth
of Massachusetts relating to taxes.

Consultant

By: _____
(Signature of authorized representative)

(Title)

(Date)